

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

11 THE LINCOLN NATIONAL LIFE) CASE NO.: CV 09 3674 MHP
12 INSURANCE COMPANY, an Indiana)
corporation,,) Judge Marilyn H. Patel
13 Plaintiff-in-Interpleader,)
14 vs.) **[PROPOSED] ORDER APPROVING
15 RICHARD HAHN, an individual; CYNTHIA) STIPULATION OF THE PARTIES FOR:**
BALCOLM, an individual; and DOES 1-10,)
inclusive,,)
16 Defendants-in-Interpleader.)
17) **1. DISTRIBUTION OF INTERPLEADED
FUND;**
18) **2. DISCHARGE AND DISMISSAL WITH
PREJUDICE;**
19) **3. AWARD OF ATTORNEYS' FEES AND
COSTS TO THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY IN THE
AMOUNT OF \$5,600; AND**
20) **4. PERMANENT INJUNCTION**
21) [Filed concurrently with Stipulation]
22)
23) Complaint Filed: August 11, 2009
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25)
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[PROPOSED] ORDER APPROVING STIPULATION FOR (A) DISTRIBUTION; (2) DISCHARGE AND DISMISSAL
WITH PREJUDICE; (3) AWARD OF ATTORNEYS' FEES AND COSTS; AND (4) PERMANENT INJUNCTION
CASE NO. CV 09 3674 MHP

1 Having considered the Stipulation of Plaintiff-in-Interpleader, The Lincoln National Life
2 Insurance Company ("Lincoln"), and Defendants-in-Interpleader Richard Hahn ("Hahn") and
3 Cynthia Balcom ("Balcom"), (Hahn and Balcom are sometimes collectively referred to as
4 "Defendants-in-Interpleader"), the Court ORDERS as follows:

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6 1. That Lincoln and its agents are discharged of all liability with respect to the group
7 policy of insurance, no. GL000010075917 issued by Lincoln to Knape & Vogt Manufacturing Co.,
8 of which Betty O'Connor (the "Deceased") was a certificate holder entitling her to life insurance
9 coverage in the amount of \$30,000 (the "Policy"), and out of which the above-referenced
10 interpleader action arises;

11
12 2. That Defendants-in-Interpleader and each of them, their agents, attorneys or assigns,
13 are enjoined perpetually, restraining each of them, their agents, attorneys or assigns, from instituting
14 any suit at law or equity, or any action of any kind whatsoever, against Lincoln, and its agents, with
15 respect to the Policy or the proceeds of the Policy;

16
17 3. That Lincoln is dismissed from this action with prejudice as to all claims relating to
18 the Policy proceeds and the Policy issued by Lincoln to Knape & Vogt Manufacturing Co., of
19 which the Deceased was a certificate holder entitling her to life insurance coverage in the amount of
20 \$30,000;

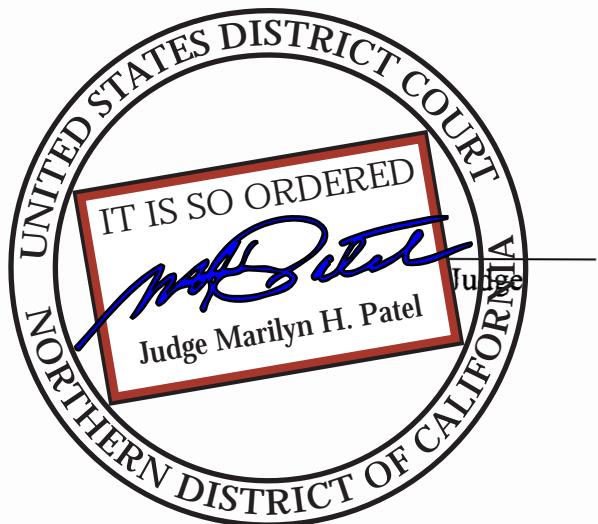
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22 4. That Lincoln will receive its reasonable attorneys' fees and costs in the amount of
23 \$5,600 which Lincoln was forced to incur in bringing the instant interpleader action, and which
24 amount is to be paid from the Policy proceeds currently on deposit with this Court in the amount of
25 \$30,230.14 (death benefit plus interest);

1 6. That, pursuant to the settlement reached between Defendants-in-Interpleader, Hahn
2 will receive seventy-five percent of the total benefit amount on the life of the Deceased (less
3 Lincoln's fees and costs) in the total amount of \$18,472.60, which is currently on deposit with the
4 Court registry; and

5
6 7. That, pursuant to the settlement reached between Defendants-in-Interpleader,
7 Balcom will receive twenty-five percent of the total benefit amount on the life of the Deceased (less
8 Lincoln's fees and costs) in the total amount of \$6,157.54, which is currently on deposit with the
9 Court registry.

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11 **IT IS SO ORDERED.**

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13 Dated: 10/26, 2009



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WITH PREJUDICE; (3) AWARD OF ATTORNEYS' FEES AND COSTS; AND (4) PERMANENT INJUNCTION
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